
ODIN'S CROW REFERRAL AGREEMENT

This Referral Agreement (the "Agreement"), dated _____ (the "Effective Date") is made and entered into by and between _____, ("Referrer"), and Odin's Crow Ltd. ("Odin's Crow"). For good and valuable consideration, the receipt of which is hereby acknowledged, Odin's Crow and the Referrer agree as follows:

1. Referrals. During the term of this Agreement, Referrer will endeavor to refer opportunities to Odin's Crow ("Referred Opportunities"). This Agreement does not obligate the Referrer to make any particular number of referrals and does not obligate Odin's Crow to accept any particular number of Referred Opportunities.

2. Referral Fees. Should Odin's Crow, or its portfolio businesses, elect to do business with the Referred Opportunities, Odin's Crow will pay to Referrer a fee as outlined in Appendix A ("Referrer Fees").

3. Relationship of the Parties. This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability upon any party.

4. Term and Termination. This Agreement is effective as of the Effective Date set forth above and will remain in effect for twelve (12) months or until terminated by either party providing the other with no less than thirty (30) days advance-written notice. Section 5 will survive the termination of this Agreement.

5. Miscellaneous.

5.1. Notices. Any notice or other communication under this Agreement given by either party to the other party will be in writing (including by email) and be valid upon actual receipt.

5.2. Governing Law; Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the Ontario, Canada without reference to its choice-of-law rules. Each party consents to the exclusive jurisdiction of the courts located in Ontario, Canada, and waives any arguments concerning venue and the convenience of the forum.

5.3. Fees & Costs. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to all costs and fees recoverable pursuant to applicable law and to its reasonable lawyer's fees and costs of suit.

5.4. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Referrer and Odin’s Crow related to the subject matter hereof. No amendment, modification, or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties.

5.5. Counterparts. This Agreement may be executed electronically and in counterparts.

5.6. Severability. Should any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, or, if incapable of such modification, shall be severed herefrom and the remainder of this Agreement shall be enforced.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective as of the Effective Date.

Company Name - if applicable _____

Signature _____

Name _____

Title _____

Odin’s Crow Ltd. “Odin’s Crow”

Signature _____

Print Name _____

Title _____

Appendix A - Referrer Fees & Acquisition Targets

Referrer Fee Breakdown

- Referrer is entitled to a new base model or equivalent Model 3 Tesla plus 1.5% of the **Cash on Closing**, for successful Referred Opportunities, that have a minimum of \$1,000,000 in trailing twelve months net income, that result in a closed transaction.
- For Referred Opportunities that are below \$1,000,000 in trailing twelve months net income, Odin's Crow will pay the Referrer 1.5% of the **Cash on Closing**.
- For any deals that result in Odin's Crow making a minority or non-control investment into the Referred Opportunity, Odin's Crow will pay the equivalent of 1% the **Cash on Closing**.

Definitions

Referred Opportunities. The referral partner has a direct relationship / familiarity with the business and/or the business owner

- Odin's Crow is introduced
- Net income can be verified
- No broker, investment banker/intermediary is currently involved
- Odin's Crow closes the transaction

Cash on Closing. Cash paid to the seller at close. This excludes earnouts, equity roll-over, and any other contingent consideration.
